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Attorneys for Defendant/Counterplaintiff SYSCO CORP.

**UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION**

PRINCESS PAPER, INC.

Plaintiff/Counterdefendant.

vs.

SYSCO CORP.

Defendant/Counterplaintiff.

Case No.: C 06-3249 MHP

**SECOND STIPULATION AND
~~[PROPOSED]~~ ORDER TO AMEND
 JUDGMENT BY CONSENT OF THE
 PARTIES**

1 Plaintiff/Counterdefendant Princess Paper, Inc. ("Princess" or "Princess Paper") and
 2 Defendant/Counterplaintiff Sysco Corporation ("Sysco"), through their counsel, hereby stipulate to
 3 amend the May 15, 2007 Stipulation and Order Entering Judgment by Consent of the Parties (Paper #
 4 30) as follows:

5 Paragraph 15 of the Order is amended to add the following:

6 After beginning the process for manufacturing the new printing plates by the initial
 7 manufacturer designated by Sysco, Sysco shall have the right to require that Princess use another
 8 manufacturer of its selection to complete the manufacture of new printing plates upon payment to
 9 Princess of the sum of \$35,000 in full satisfaction of its obligation to pay for the cost of manufacture
 10 and shipping of the new plates. Sysco will pay the cost of all artwork and other costs incurred to date
 11 with the initial manufacturer and will instruct the initial manufacturer to provide to Princess without
 12 charge to Princess any artwork and other work product prepared for Princess that is in its possession
 13 that would assist Princess in making new printing plates with another manufacturer.

14 Paragraph 22 of the Order is amended to read as follows:

15 Princess Paper may continue to sell and exhaust its inventory of products on which the
 16 IMPERIAL mark is used until July 31, 2008. To the extent that Princess Paper has not exhausted its
 17 inventory on or before July 31, 2008, Princess Paper shall immediately thereafter cease selling its
 18 IMPERIAL paper products in their old-style wrappers, packages and cartons and either destroy any
 19 remaining inventory of such products or repackage such remaining inventory to comply with the
 20 redesign terms of this Order.

21 Respectfully submitted,

22
 23 Dated:

/s/

24 I. Braun Degenshein
 25 81 Skyway Lane
 26 Oakland, CA 94619
 27 Attorney for Plaintiff/Counterdefendant
 Princess Paper, Inc.

1 Dated:

/s/

2 Paul C. Van Slyke (*pro hac vice*)
3 Tanya Chaney (*pro hac vice*)
4 Nathan Dunn (*pro hac vice*)
5 LOCKE LIDDELL & SAPP, LLP
6 3300 Chase Tower, 600 Travis
7 Houston, Texas 77002
8 Attorneys for Defendant/Counterplaintiff
9 Sysco Corporation

10 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

11 Dated: December 3, 2007

